

**13. INDEPENDENT CONTRACTORS**

Nothing herein contained shall be construed to place the parties in relationship of partners or joint ventures or to constitute either party as other than independent for any purpose whatsoever. Neither the SUPPLIER nor its employees are employees of the DEPARTMENT and neither the DEPARTMENT nor its employees are employees of the SUPPLIER. Neither party is granted any right or authority to assume or to create any obligation or responsibility, excess or implied, on behalf of or in the name of the other party or to the other party in any manner of thing whatsoever.

**14. COMPLIANCE WITH LAWS**

Both parties shall, in performance of their obligations under this Contract, fully comply with all applicable federal, state, DEPARTMENT, the SUPPLIER or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the SUPPLIER or the DEPARTMENT subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the SUPPLIER and the DEPARTMENT agree that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

**15. CONTRACT TERMINATION AND DEFAULT**

The DEPARTMENT may, by 120 days written notice to the SUPPLIER, terminate this Contract in whole or in part at any time the SUPPLIER fails to perform or provide reimbursement to the DEPARTMENT for services rendered as required in this Contract.

Either party may terminate this Contract with cause by providing written notice to the other as described in this paragraph. The party desiring to terminate this Contract shall provide written notice to the other, which notice will establish a termination date not less than one hundred and twenty (120) days from the date of such notice. The termination of this Contract shall not limit any parties' pursuit of remedies in this Contract or otherwise available under the laws of the State of Montana.

Failure on the part of either party to perform the provisions of this Contract constitutes default. Subject to the terms of this Contract, default may result in